REMARKS

Reconsideration of this application is respectfully requested in view of the foregoing amendments and the following remarks. Claims 88-92 and 97-108 are pending. Claims 88-92 and 97-102 are rejected. Claims 88 and 97 are amended. Claims 103-108 are added. Exemplary support for amended claims 88 and 97 can be found, *inter alia,* on page 6, lines 5-8, 10-17, page 16, lines 7-9, and page 18, lines 13-17. Exemplary support for new claims 103 and 106 can be found, *inter alia,* on page 6, lines 5-9 and page 16, lines 16-17. Exemplary support for new claims 104 and 107 can be found, *inter alia,* on page 7, lines 11-14. Exemplary support for new claims 105 and 108 can be found, *inter alia,* on page 16, lines 12-13, 16-17 and page 18, lines 13-17. No new matter has been added.

REJECTION OF CLAIMS 88-92, 97-100 AND 102 UNDER 35 U.S.C. § 103(a)

Claims 88-92, 97-100, and 102 are rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent 6,334,133 to Thompson *et al.* ("Thompson") in view of U.S. Patent 6,466,914 to Mitsuoka *et al.* ("Mitsuoka"). This rejection is traversed. Pursuant to the requirements for establishing a *prima facie* case of obviousness under 35 U.S.C. §103, all the claim limitations must be taught or suggested by the prior art. In re Royka, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). Referring to MPEP Section 2142,

> [t]o establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, **the prior art reference (or references when combined) must teach or suggest all the claim limitations**. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on the applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

(emphasis added). The Examiner fails to establish a *prima facie* case of obviousness.

Independent claim 88, as amended, recites "A system comprising: an employee database having information about qualifications of a plurality of employees, qualifications of a plurality

of temporary employees, and associations with web pages, wherein a web page is associated with each of the temporary employees, each web page being made available to client computers via web browser programs; a position database having information about a plurality of positions and qualifications for the positions; and a server configured for: updating the information about open positions in response to a preference message creating a specific open position and designating at least one temporary employee that is qualified for the open position as a requested temporary employee, notifying the at least one requested temporary employee of the specific open position; posting information about the specific open position at least to the web page associated only with the at least one requested temporary employee and the specific open position being specially marked thus differentiating the specific open position from other open positions that the requested temporary worker is qualified to fill; and allowing other qualified temporary employees the opportunity to fill the specific open position only in the event that a requested temporary employee has not selected the specific open position before the expiration of a specified time period."

The cited art does not teach or suggest "posting information about the specific open position at least to the web page associated only with the at least one requested temporary employee and the specific open position being specially marked thus differentiating the specific open position from other open positions that the requested temporary worker is qualified to fill" as recited in amended claim 88. Exemplary support for this step can be found in the specification on page 16, lines 12-13, which recites: "At point 20 the system displays all available job openings to the substitute teacher 10. Personal requests by absent teachers are specially marked." As a result of the special marking, a temporary employee can know that they are a preferred temporary employee for that position.

The Office Action recites that "Thompson fails to expressly disclose ... 'posting information about the specific open position to the web pages associated with each preferred temporary employee and the specific open position being specially marked thereby differentiating the specific open position from open positions that the temporary worker is qualified to fill.'"

Office Action, p. 5. (Emphasis in original). The Office Action asserts that Mitsuoka discloses this element. Specifically, the Office Action asserts that

> *Mitsuoka* discloses the job-provider client and the contractor client using a WWW-browser (col. 6 lines 51-62). *Mitsuoka* discloses sending a job notification to only those contractors (reads on "temporary employee") that have at least a certain aptitude value (reads on "qualifications of the specific open position") necessary for the job (col. 11 lines 21-27).
>
> As per the recitation of "posting information about the specific open position to the web pages associated with each preferred temporary employee and the specific open position being specially marked thereby differentiating the specific open position from open positions that the temporary worker is qualified to fill, Mitsuoka discloses a broker site accessed over the world wide web or internet, wherein when the contractor client has received a job offer notification, the contractor can access the broker site with the contractor client to check an offered job description on-screen and decide whether to apply for the job or not (reads on "posting information about the specific open position to the web pages associated with each preferred temporary employee") (Fig. 6, col. 1 lines 25-28, 39-46, col. 6 line 27 to col. 7 line 9, col. 7 line 65 to col. 8 line 5, col. 8 line 64 to col. 9 line 12).
>
> As per the recitation of "the specific open position being specially marked thereby differentiating the specific open position from open positions that the temporary worker is qualified to fill," the Examiner considers the job offer notification in Figure 6 to be a form of specially marking the specific open position.
>
> As per the recitation of "preferred temporary employees," *Mitsuoka* discloses that the job offer notification is made based on the schedules of the contractors and is only offered to those contractors whose schedules are free col. 10 lines 2-50). Further, *Mitsuoka* discloses that the job offer notification is made based on the aptitude values of the respective contractors, wherein the aptitude value is determined based on the results of jobs that have been contracted before, wherein a job provider evaluates the contractor's work as part of the aptitude value, wherein the job provider assigns a desired aptitude value for a contractor than then the job notification is sent out only to contractors who have at least the aptitude necessary for the job (col. 10 line 52 to col. 11 line 35, col. 11 lines 51-58, col. 13 lines 31-47, col. 14 liens 53-60). It is further noted that *Mitsuoka* discloses notifying contractors of jobs through email using the broker (Fig. 1, col. 6 line 27 to col. 7 line 9).
>
> As per the recitation of "web pages associated with each preferred temporary employee," the Examiner respectfully submits that accessing the broker site by the contractor to view job offer notifications that are specific to the

> contractor based on the contractor's schedule or aptitude is considered to be a form of "web pages associated with each preferred temporary employee."
>
> At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of *Mitsuoka* within the system of *Thompson* with the motivation of notifying only those contractors that are available or have the required aptitude thus reducing the amount of data that is transmitted (*Mitsuoka*: col. 10 lines 42-50 and col. 11 lines 41-50).

Office Action, pages 6-7. (Emphasis in original). The above assertions do not teach or suggest that the posted position in Mitsuoka is specially marked. Specifically, the Office Action asserts that Figure 6 of Mitsuoka discloses specially marking the specific open position. Figure 6 of Mitsuoka "is a schematic drawing of an example of a screen displayed by the contractor client in the first embodiment." *Mitsuoka*, Col. 5, lines 21-22. Figure 6 illustrates a "Job Contract Application Form" which includes a "Word Count" value, "Due Date" value, "Remuneration" value, "Apply" button, and "Cancel" button. The posted position is NOT specially marked. There are no special markings illustrated in Figure 6 that inform the temporary employee that he/she is a preferred temporary employee for the posted position. Since there are no special markings on the job contractor application form, Mitsuoka does not differentiate a specific open position in which the employee creating the specific open position has requested that temporary employee from other open positions in which the temporary worker is qualified to fill.

Moreover, the Office Action only asserts that "the job offer notification in Figure 6 to be a form of specially marking the specific open position." *Office Action,* page 6. The Office Action does not assert how a job offer notification in which a temporary employee is requested by a worker, e.g., the absent worker, or his employer, to fill the open position is differentiated from other job offer notifications in which the employee has not been designated as a requested fill-in. Mitsuoka does not teach or suggest such a distinction. Mitsuoka discloses providing job notification offers to contractors whose schedules are free and have an aptitude necessary for the job (e.g., "qualified contractors"). Thus, there is no differentiation in Mitsuoka between "qualified" contractors and requested qualified contractors. More specifically, Mitsuoka does not differentiate job notification offers between qualified contractors and requested, qualified contractors. Thus, Mitsuoka does not teach or suggest "posting information about the specific

open position at least to the web page associated only with the at least one requested temporary employee and the specific open position being specially marked thus differentiating the specific open position from other open positions that the requested_temporary worker is qualified to fill" as recited in claim 88 of the present application.

For at least these reasons, the Office Action fails to establish a *prima facie* case of obviousness because the cited art does not teach or suggest the "posting" limitation as recited in claim 88 of the present application and similarly recited in independent claim 97.

Thus, for at least these reasons, independent claims 88 and 97, as well as dependent claims 89-92 and 98-102, respectively, are patentable over the cited art. As a result, the applicants request that the rejection of claims 88-92, 97-100, and 102 under 35 U.S.C. §103(a) be withdrawn.

REJECTION OF CLAIM 101 UNDER 35 U.S.C. § 103(a)

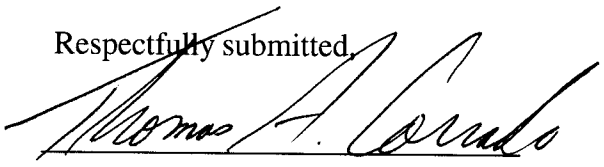
Claim 101 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Thompson in view Mitsuoka, as applied to claim 97, and further in view of U.S. Patent 6,301,574 to Thomas *et al.* ("Thomas"). Since claim 101 is dependent on allowable independent claim 97, and since Thomas does not cure the deficiencies of Thompson and Mitsuoka with respect to claim 97, dependent claim 101 is allowable as well. Therefore, the undersigned representative will not address the arguments with respect to this claim and reserves the right to address these arguments at a later time. Therefore, the undersigned representative requests that the rejection of claim 101 under 35 U.S.C. § 103(a) be withdrawn.

CONCLUSION

The foregoing is submitted as a full and complete Response to the Non-final Office Action mailed July 3, 2007, and early and favorable consideration of the claims is requested. If the Examiner believes any informalities remain in the application which may be corrected by Examiner's Amendment, or if there are any other issues which may be resolved by telephone interview, a telephone call to the undersigned attorney at (703)714-7448 is respectfully solicited.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 50-0206, and please credit any excess fees to such deposit account.

Respectfully submitted,



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